

**RETURN DATE: November 10, 2015**

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<b>RICHARD SEELEY,</b>	<b>:</b> <b>SUPERIOR COURT</b>
	<b>:</b>
<b>Plaintiff</b>	<b>:</b>
	<b>:</b> <b>J.D. OF NEW HAVEN</b>
<b>vs.</b>	<b>:</b>
	<b>:</b>
<b>QUINNIPIAC UNIVERSITY,</b>	<b>:</b>
<b>DAVID BILLS</b>	<b>:</b>
	<b>:</b>
	<b>:</b> <b>AT NEW HAVEN</b>
<b>Defendants</b>	<b>:</b>
	<b>:</b>
-----x	<b>September 17, 2015</b>

**COMPLAINT**

**INTRODUCTION**

The plaintiff, Richard Seeley (hereinafter “Seeley” or “Coach Seeley”) brings claims against defendant Quinnipiac University (hereinafter “Quinnipiac”) for breach of contract, breach of the covenant of good faith and fair dealing, and negligence, arising out of defendant’s wrongful termination of plaintiff as the Women’s Ice Hockey Coach for Quinnipiac. The plaintiff brings claims against defendant David Bills for defamation (libel per se), negligent infliction of emotional distress, intentional infliction of emotional distress, tortious interference with contract, and tortious interference with business expectancies arising out of defendant Bills’ publication of untrue and defamatory statements as to Richard Seeley.

**COUNT ONE- BREACH OF CONTRACT (AS TO QUINNIPIAC)**

1. At all times relevant to this Complaint, the defendant, Quinnipiac, was a private university located in Hamden, Connecticut.

2. At all times relevant to this Complaint, the defendant, Quinnipiac University was an educational institution receiving federal financial assistance as those terms are defined under Title IX of the Civil Rights Act of 1972, 20 U.S.C. § 1681 *et seq.*
3. At all times mentioned herein, the defendant Quinnipiac University had Division I varsity sports teams, including women's ice hockey.
4. The plaintiff, Richard Seeley, was the Head Women's Ice Hockey Coach at Quinnipiac University from 2008 until he was terminated in 2015. Plaintiff currently resides in Middletown, Connecticut.
5. In 2008, Quinnipiac appointed Seeley as the Head Women's Ice Hockey Coach, a Division I varsity sports team. Seeley entered into a written contract for a definite term.
6. Coach Seeley continuously held that position until his termination on April 9, 2015.
7. On or about January 9, 2015, Quinnipiac offered to renew Coach Seeley's employment contract with a five year employment contract for the position of Head Women's Ice Hockey Coach for the period of July 1, 2014 through June 30, 2019.
8. Seeley accepted the contract renewal offer on or about February 5, 2015. *See* copy of Employment Contract, incorporated hereto as **Exhibit A**.
9. The terms of the five year employment contract provided Coach Seeley with an annual salary of \$165,000 the first year, subject to adjustment for merit increases every year.
10. In addition to other benefits, the terms of the employment contract provided Coach Seeley with a monthly \$900 car allowance and the opportunity to operate a summer youth hockey camp for additional compensation of at least \$11,500 per season.
11. At all times during his employment with Quinnipiac, Coach Seeley satisfactorily performed as Head Coach for the Women's Ice Hockey Team.

12. Throughout his tenure with the team, Coach Seeley significantly improved the Women's Ice Hockey Program.
13. Under Coach Seeley's leadership, the 2014-2015 Women's Ice Hockey Season was the most successful season in the program's history.
14. Coach Seeley ranks 15th all-time in wins in NCAA women's ice hockey history, sporting a 278-174-56 overall record in his career.
15. On or about April 8, 2015, approximately three weeks after the season had ended, officials from Quinnipiac confronted Coach Seeley with many allegations, including allegations by a student athlete that Seeley had yelled at her and grabbed her by the helmet chin strap.
16. Coach Seeley denied any wrongdoing or that his conduct at the time of the incident in question varied in any significant way from his coaching conduct at any time during his several previous years of employment with Quinnipiac.
17. On or about April 9, 2015, Quinnipiac wrongly terminated Seeley's employment as Head Women's Hockey Coach at Quinnipiac.
18. Defendant's termination of Coach Seeley prior to the expiration of the contract constituted a breach of defendant's employment contract with Coach Seeley.
19. As a result of defendant's breach, Coach Seeley has suffered damages.

**COUNT TWO - BREACH OF COVENANT OF GOOD FAITH AND FAIR DEALING  
(AS TO QUINNIPIAC)**

1.-19. Paragraphs 1 through 19 of Count One are hereby incorporated as paragraphs 1 – 19 of Count Two as if set forth fully herein

20. Defendant failed to deal fairly and in good faith with Coach Seeley in at least the following respects:

- a. By unilaterally changing the terms and conditions of employment.

b. By raising pre-textual and baseless objections to Coach Seeley's work as an excuse to terminate him.

c. By failing to conduct a neutral and fair investigation into the allegations of abuse.

d. By accusing Coach Seeley of abuse, and condemning him, without substantiation.

e. By preventing Coach Seeley from carrying out the full term of the contract.

f. By terminating Coach Seeley without justification.

21. As a result of defendant's breaches of the covenant of good faith and fair dealing, defendant has caused Coach Seeley damages.

### **COUNT THREE- LIBEL PER SE (AS TO DEFENDANT DAVID BILLS)**

1. – 4. Paragraphs 1 through 4 of Count One are hereby incorporated as Paragraphs 1 – 4 of Count Three as if set forth fully herein

5. At all times relevant to this Complaint, the defendant, Q30 Television, is Quinnipiac University's official student run television and multimedia news station. Q30 Television is located in Hamden, Connecticut.

6. At all times relevant to this Complaint, Q30 Television runs and maintains a website [www.q30television.com](http://www.q30television.com), with news, articles, videos and pictures on various national, local and international topics, with a particular emphasis on university news.

7. In the spring of 2015, Jon Alba was a student at Quinnipiac and student reporter for Q30 Television.

8. At all times relevant to this Complaint, Jon Alba runs and maintains a website

<http://www.jonalbajournalism.com/>, with self-promotional material, including reposts of articles he authored and published by Q30 Television.

9. The defendant, David Bills is the parent of a former student at Clarkson University and member of the women's ice hockey team at Clarkson University, where Coach Seeley coached prior to coaching at Quinnipiac. Upon information and belief, the defendant, David Bills, is a resident of Jupiter, Florida.

10. On or about April 14, 2015, Q30 Television published an article, on its website authored by student reporter Jon Alba titled "Former Clarkson players accuse ex-Quinnipiac coach Rick Seeley of abuse".

11. The article published accusations of abuse by Coach Seeley while coaching at Clarkson University that were presented to Q30 Television and John Alba by Defendant David Bills.

12. The accusations of abuse were previously investigated by Clarkson University and dismissed as unfounded.

13. In fact, the statements made in the article and in the handwritten notes were false.

14. Upon information and belief, David Bills sent Q30 Television copies of handwritten notes compiled and maintained by him regarding the allegations of abuse by Seeley at Clarkson University for the purposes, among other things, of humiliating and embarrassing Coach Seeley.

15. Upon information and belief, at the time that David Bills sent the information about the Clarkson abuse allegations to Q30 Television, he was aware that the allegations had been investigated and dismissed by Clarkson University and sent them to Q30 Television and John Alba with a reckless disregard of whether the misconduct allegations were true or false.

16. Q30 Television published copies of the hand written notes compiled and maintained by David Bills, and provided by Bills to Q30 Television and John Alba, that accused Coach Seeley of student athlete abuse as part of the article by Jon Alba.
17. Q30 Television published the David Bills defamatory notes and accusations of abuse at Clarkson University on its website as part of its report over Coach Seeley's termination.
18. Jon Alba republished a copy of the Q30 Television article on his personal website.
19. The defamatory statements identified Coach Seeley to the public.
20. Defendant Bills deliberately published false information about the plaintiff to Q30 Television and/or Jon Alba.
21. Defendant Bills knew or reasonably should have known that the statements communicated to Q30 Television and/or Jon Alba were damaging and false.
22. Defendant Bills published the defamatory statements with actual malice, either with actual knowledge that the statements were false or with reckless disregard as to whether they were false.
23. As a result of Defendant Bills' actions in making the false statements to Q30 Television and/or Jon Alba, the plaintiff's professional reputation was injured.
24. As a result of Defendant Bills' actions in making the false statement to Q30 Television and/or Jon Alba, the plaintiff suffered severe emotional pain and suffering.
25. As a further result of Defendant Bills' actions in making the false statements to Q30 Television and/or Jon Alba the plaintiff has lost income and benefits and will continue to lose income and benefits in the future.

#### **COUNT FOUR- NEGLIGENCE (AS TO QUINNIPIAC)**

1. – 21. Paragraphs 1 through 21 of Count Two are hereby incorporated as paragraphs 1 – 21 of Count Four as if set forth fully herein

22. Defendant owed plaintiff a duty, among other things, to act in good faith with regard to the terms and conditions of plaintiff's employment, to reasonably protect plaintiff from harm, and to investigate with care prior to termination.

23. Defendant failed to exercise reasonable care in conducting a careful investigation into the allegations prior to termination.

24. Defendant breached its duty to the plaintiff in one or more ways.

25. Defendant's breach has caused Coach Seeley damages.

#### **COUNT FIVE - NEGLIGENT INFLECTION OF EMOTIONAL DISTRESS (AS TO DEFENDANT DAVID BILLS)**

1. – 25. Paragraphs 1 through 25 of Count Three are hereby incorporated as Paragraphs 1 – 25 of Count Five as if set forth fully herein

26. The defendant knew or should have known that the publication of damaging and false information about Coach Seeley involved an unreasonable risk of causing severe emotional distress to him.

27. The defendant engaged in unreasonable conduct in sending and publishing false information damaging to Coach Seeley's professional reputation.

28. The defendant's conduct caused Coach Seeley severe emotional distress that was of such nature as might result in illness or bodily harm.

**COUNT SIX - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS (AS TO DEFENDANT DAVID BILLS)**

1. – 25. Paragraphs 1 through 25 of Count Three are hereby incorporated as Paragraphs 1 – 25 of Count Six as if set forth fully herein

26. The defendant published damaging and false information about Coach Seeley to intentionally inflict emotional distress or knew or should have known that emotional distress was the likely result of this conduct.

27. The defendant's conduct was extreme and outrageous.

28. The defendant's conduct caused Coach Seeley severe emotional distress that was of such nature as might result in illness or bodily harm.

**COUNT SEVEN - TORTIOUS INTERFERENCE WITH CONTRACT (AS TO DEFENDANT DAVID BILLS)**

1. – 25. Paragraphs 1 through 25 of Count Three are hereby incorporated as Paragraphs 1 – 25 of Count Seven as if set forth fully herein

26. Plaintiff had an existing employment contract with Quinnipiac.

27. The defendant knew of that contract.

28. The defendant tortiously interfered with that contract.

29. The plaintiff suffered an actual loss as a result of the defendant's tortious interference with the contract.

**COUNT EIGHT – TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCIES (AS TO DEFENDANT DAVID BILLS)**

1. - 25. Paragraphs 1 through 25 of Count Three are hereby incorporated as Paragraphs 1 – 25 of Count Eight as if set forth fully herein.

26. Plaintiff had a business expectancy with Quinnipiac of future employment.



27. The defendant knew of that business expectancy.
28. The defendant tortiously interfered with that business expectancy.
29. The plaintiff suffered an actual loss as a result of the defendant's tortious interference with the business expectancy.

#### **THE PLAINTIFF**

By: /s/ Robert B. Mitchell  
Robert B. Mitchell  
Maria Garcia Quintner  
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**The Plaintiff claims a trial by jury.**

# EXHIBIT A

# QUINNIPIAC UNIVERSITY

Office of the Executive Vice President/Provost

January 9, 2015

Richard Seeley  
903 Long Hill Road  
Middletown, CT 06457

Dear Richard,

I am pleased to offer you appointment to the staff as "Head Women's Ice Hockey Coach", for the period July 1, 2014 through June 30, 2019. Your salary for the period July 1, 2014 through June 30, 2015 will be \$165,000 subject to the usual withholdings and deductions. Your annual salary for the following four years will be at least \$165,000 but will be reviewed annually for merit adjustments consistent with the salary adjustment policy in effect for other administrators in that year. You are also eligible for a car allowance of \$900 per month.

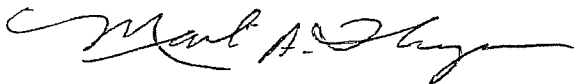
In addition, you will have the opportunity to operate a summer youth hockey camp.

Please be advised that as a staff member of this NCAA member institution, you are subject to all applicable rules and regulations set forth by the NCAA and our conferences. By signing this agreement you are acknowledging your obligation to uphold a standard of rules compliance, academic progress, and that you have read the attachment with regards specifically to NCAA Bylaw, Article 10 Ethical Conduct.

As we continue to enhance the quality of our programs and services at Quinnipiac University and plan for the future, I would like you to know that you are an important part of that process and I continue to look forward to working with you.

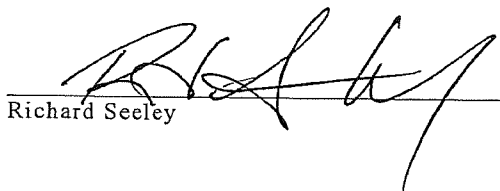
If you accept this offer, please sign and return the original of this contract marked personal and confidential to the Office of the Vice President of Human Resources by October 15, 2014.

Best Regards,



Mark A. Thompson, PhD  
Executive Vice President and Provost

The terms as outlined above are hereby approved and accepted.

  
Richard Seeley

2-5-15  
Date

**RETURN DATE: November 10, 2015**

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<b>DAVID BILLS</b>	<b>:</b>	
	<b>:</b>	
<b>Defendants</b>	<b>:</b>	<b>September 17, 2015</b>
	<b>:</b>	
-----X		

**STATEMENT OF AMOUNT AND DEMAND**

WHEREFORE, the plaintiff claims damages in excess of Fifteen thousand dollars, as well as attorney's fees, punitive damages, interest and such other and further relief as this court deems just and proper.

**THE PLAINTIFF**

By: /s/ Robert B. Mitchell  
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